

2020  
2021  
2022

SECOND AMENDMENT TO  
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY  
SUBRECIPIENT AGREEMENT

THIS SECOND AMENDMENT (the "Second Amendment") to the Community Development Block Grant Disaster Recovery Subrecipient Agreement dated May 26, 2016, and made effective as of April 1, 2016 (the "Effective Date"), is made and entered into as of \_\_\_\_\_, 2021 by and between the Housing Trust Fund Corporation, operating by and through its division, the Governor's Office of Storm Recovery ("GOSR"), (collectively referred to herein as the "Grantee") and the Seatuck Environmental Association, a 501(c)(3) not-for-profit organization ("Subrecipient"). The foregoing Grantee and Subrecipient shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantee and Subrecipient entered into a Community Development Block Grant Disaster Recovery Subrecipient Agreement on May 26, 2016 (the "Agreement"), the terms of which govern Subrecipient's receipt of funds from the State of New York's Community Development Block Grant-Disaster Recovery ("CDBG-DR") program to provide certain services in support of the State of New York's recovery efforts following Hurricane Sandy and other eligible events in calendar years 2011, 2012, and 2013; and

WHEREAS, Grantee and Subrecipient entered into the Agreement to provide funding in the amount of \$72,655.50 and disaster recovery support for Ecological Advisory Services and Environmental Education Programming, each in connection with the Rebuild by Design Living with the Bay program, dated May 26, 2016; and

WHEREAS, pursuant to the Agreement, the Parties entered into a first amendment to the Agreement to provide funding in the amount of \$5,000.00 and disaster recovery support for the expansion of Avian Surveys and GIS mapping for Ecological Advisory Services for Living with the Bay project, dated May 1, 2017 (the "First Amendment"); and

WHEREAS, pursuant to the Agreement, the Parties desire to enter in to this Second Amendment to assist Subrecipient with the costs associated with the disaster recovery project described herein; and

WHEREAS, Subrecipient has demonstrated an immediate need for \$65,694.00 of CDBG-DR funds in order to implement the project; and

WHEREAS, pursuant to the Agreement, the Parties seek to extend the Term through September 30, 2022 in order to implement the project; and

WHEREAS, Grantee and Subrecipient desire to revise Section I of the Agreement to reflect the Subrecipient Program Description implemented under the Agreement.

NOW THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

## STIPULATED AND AGREED as follows:

1. The entirety of Section I of the Agreement, entitled "Program Description," is hereby deleted and replaced with the following:

Subrecipient will be responsible for performing the activities detailed in Exhibit A, which may be amended from time to time, and is hereby incorporated by reference ("Subrecipient Program Description"). As a reimbursement-based program, tasks and deliverables contained in the Subrecipient Program Description must be conducted in accordance with Exhibit A and in compliance with applicable Federal and state requirements, laws, and regulations. Grantee will monitor the performance of Subrecipient against goals and performance standards as stated in the Subrecipient Program Description. Subrecipient must perform (and document to Grantee) the entire Subrecipient Program Description, pursuant to the terms and requirements of Exhibit A and in compliance with applicable Federal and state requirements, laws, and regulations even if funds provided hereunder do not cover 100% of the costs of performance. Substandard performances as reasonable determined by Grantee, in its sole discretion, will constitute noncompliance with this Agreement. If Subrecipient does not take action to correct such substandard performance within a reasonable period of time (as determined by Grantee) after being notified by Grantee, Grantee may choose not to reimburse for Subrecipient for noncompliant and/or unallowable work and/or take action to suspend or terminate the Agreement or other actions as permitted under applicable law. Nothing in this Agreement shall waive or otherwise limit the actions Grantee may take or the remedies Grantee may seek as a result of any noncompliance by Subrecipient, including but not limited to suspending or debaring Subrecipient from future State benefits.

2. The first sentence of Section IV of the Agreement, entitled "Grant Funds," is hereby deleted and replaced with the following, "It is expressly agreed and understood that the total amount to be paid by Grantee under this Agreement shall not exceed the aggregate amounts set forth in each of the applicable project applications, currently set at \$143,349.50 ("Grant Funds"), which may be amended from time-to-time to incorporate project applications and budgets accepted by the Grantee."
3. The first sentence of Section II of the Agreement, entitled "Term," is hereby deleted and replaced with the following, "The period of performance for all activities (with exception of those activities required for the close out and final audit) assisted pursuant to this Agreement shall commence as of the Effective Date and shall end on September 30, 2022."
4. Exhibit A2 to this Second Amendment is hereby appended to Exhibit A of the Agreement.
5. Exhibit B2 to this Second Amendment is hereby appended to Exhibit B of the Agreement.



IN WITNESS WHEREOF, the parties executed this Second Amendment on the day and year first above written.

**Seatuck Environmental Association**

**Housing Trust Fund Corporation**

By: Enrico Nardone  
Name: Enrico Nardone  
Title: Executive Director

By: Emily Thompson  
Name: Emily Thompson  
Title: Acting General Counsel  
Governor's Office of Storm Recovery

## **EXHIBIT A2**

### **Second Amendment Subrecipient Program Description**

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#### **Avian Surveys for Living with the Bay:**

As described in the Seatuck 2018 and 2019 actual expense report, dated June 4, 2020, and the work proposal submitted to the Grantee on May 15, 2020, and as more specifically described in the project application amendment thereto, the Subrecipient underwent and will undertake the following work in addition to the work described in Exhibit A to the Agreement:

1. In 2018 and 2019, the Subrecipient underwent the “Avian Surveys” described in paragraph 1(C) of Exhibit A to the Agreement. The surveys included the river corridor, marsh island and horseshoe crab mating beaches within the project area.
2. The Subrecipient will resume the “Avian Surveys” described in paragraph 1(C) of Exhibit A to the Agreement. The surveys will be conducted in the project area and are to include surveying the river corridor, marsh island and horseshoe crab mating beach, as previously conducted in 2018 and 2019, as well as expand monitoring of Hempstead Lake State Park.

#### **Schedule**

The 2018 and 2019 surveys were conducted between April 2018 and February 2020. The upcoming surveys will commence in June 2020 and continue through 2022. No financial reimbursement of CDBG-DR grant funds will be repaid after September 30, 2022.

**EXHIBIT B2****Second Amendment Budget****Budget for Additional Avian Surveys for Living with the Bay (2020-2022)**

| <b>Item and Years</b>                               | <b>Projected Cost</b> |
|---|-----------------------|
| <b>2020</b>   |                       |
| Surveys   | \$11,750              |
| Survey Reports                                      | \$3,375               |
| Subtotal  | \$15,125              |
| Program Delivery (15%)                              | \$2,269               |
| <b>Total</b>  | <b>\$17,394</b>       |
| <b>2021</b>   |                       |
| Surveys   | \$19,500              |
| Survey Reports                                      | \$3,375               |
| Subtotal  | \$22,875              |
| Program Delivery (15%)                              | \$3,431               |
| <b>Total</b>  | <b>\$26,306</b>       |
| <b>2022</b>   |                       |
| Surveys   | \$15,750              |
| Survey Reports                                      | \$3,375               |
| Subtotal  | \$19,125              |
| Program Delivery (15%)                              | \$2,869               |
| <b>Total</b>  | <b>\$21,994</b>       |
| <b>Total Projected Additional Costs (2020-2022)</b> | <b>\$65,694</b>       |

**Amendment Total: \$65,694.00**